

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

MAY 11 2009

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9
10 **UNITED STATES DISTRICT COURT**
11 **EASTERN DISTRICT OF WASHINGTON**

12 CHARLES and L. ANN BUTLER,
13 husband and wife, and the marital
14 community composed thereof,

15 Plaintiffs,

16 v.

17 GREAT AMERICAN RV, INC., a
18 Washington Corporation; and
19 AMERICAN STATES INSURANCE
20 COMPANY, a Surety Company; and
21 GE MONEY BANK aka GENERAL
22 ELECTRIC COMPANY; and
23 AMERICAN GUARDIAN
24 WARRANTY SERVICES, INC., an
25 Illinois Corporation,

26 Defendants.

NO. CV-09-00145-JLQ

**PLAINTIFFS' COMPLAINT
FOR BREACH OF CONTRACT
- RESCISSION, VIOLATION OF
THE WASHINGTON STATE
CONSUMER PROTECTION
ACT, AND VIOLATION OF
EXPRESS AND IMPLIED
WARRANTIES IN VIOLATION
OF UCC AND THE MAGNUSON
MOSS WARRANTY ACT,
INTER ALIA**

27 COME NOW, Plaintiffs, CHARLES BUTLER and L. ANN BUTLER,
28 husband and wife and the marital community composed thereof, by and through
29 their counsel, ROBERT MITCHELL, and complain against the Defendants as
30 follows:

31 PLAINTIFFS' COMPLAINT

32 1

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I. STATEMENT OF THE CASE

Defendant, Great American RV, sold a defective RV to the Plaintiffs. Defendant, GE Money Bank, financed the sale of the RV. Defendant, American Guardian Warranty Services, Inc., sold Plaintiffs an extended warranty for the RV.

Plaintiffs discovered the broken windshield the same day they purchased the RV. Defendants assured Plaintiffs that Defendants could and would repair the defective windshield. Thereafter, the vehicle spent months in different repair facilities where it received six new windshields, and countless other repairs.

Plaintiffs have travelled to repair facilities in Oregon, Indiana, and Florida. To date, the RV has spent 156 days in repair facilities. Because the RV was Plaintiffs' primary residence, Plaintiffs have been forced to reside in repair facility parking lots for months at a time while awaiting repairs. In fact, Plaintiffs were finally forced to purchase a home to avoid living at repair facilities.

Despite Defendants' multiple assurances, and despite Defendants' many repair attempts, the RV's windshield is still broken.

Plaintiffs purchased the vehicle to facilitate extensive travel. However, Plaintiffs have only been able to drive the vehicle approximately 20,000 miles in almost 4 years. Many of those miles occurred driving to and from repair facilities.

Plaintiffs are now convinced that Defendants will never be able to cure the vehicle's material defects. Therefore, Plaintiffs wish to rescind the purchase and sales contract, and the finance contract. Moreover, Plaintiffs wish to obtain a refund of the money paid to Defendants over the years.

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II. PARTIES

2.1 Plaintiffs, CHARLES and L. ANN BUTLER (hereinafter "Plaintiffs"), are husband and wife, and both are residents of Clarkston, Washington.

2.2 Plaintiffs purchased a defective RV from Defendants.

2.3 Defendant, GREAT AMERICAN RV, Inc. (hereinafter "Defendant"), is a Washington Auto Dealer, conducting business in the State of Washington under UBI Number 601384822, and Dealer Number 4031, and Bond Number 6584918.

2.4 Defendant, AMERICAN STATES INSURANCE COMPANY (hereinafter "Defendant"), provided a surety bond in the amount of \$30,000 to Defendant, Great American RV, Inc. Defendant is liable up to and including the amount of said surety bond.

2.5 Defendant, GENERAL ELECTRIC MONEY BANK, aka GENERAL ELECTRIC COMPANY (hereinafter "Defendant"), is a New York Corporation, licensed to conduct business in the state of Washington under UBI No. 409000047. Defendant financed the purchase of the subject RV and currently holds the note for Plaintiffs' financed RV. Pursuant to the FTC Holder Rule, Defendant is liable up to and including any and all amounts Plaintiffs have paid for the RV to date.

2.6 Defendant, AMERICAN GUARDIAN WARRANTY SERVICES, INC., Corporation (hereinafter "Defendant"), is an Illinois corporation engaged in the business of selling vehicle warranties, and registered to conduct business in the state of Washington under UBI Number 602136305. Defendant sold Plaintiffs extended warranty number 36331, on May 21, 2005, for \$6,999.

III. JURISDICTION AND VENUE

Jurisdiction and Venue in the United States District Court, Eastern District of Washington, are appropriate where this dispute involves issues of federal law, and where all acts at issue and described herein occurred in this district, and where the injury to Plaintiffs occurred in this district, and where Plaintiffs are residents of this district, and where the Defendants conduct substantial business in this district, and where the amount in controversy exceeds \$75,000, and where there is diversity of citizenship. (28 U.S.C. §1332; 28 U.S.C. §1391(b); and 28 U.S.C. §1331).

Defendants are liable unto Plaintiffs pursuant to the provisions of the Magnuson Moss Warranty Act, 15 U.S.C. §2301, et. seq.; the Federal Trade Commission's "Holder Rule", as well as other applicable federal and state laws. Defendants are also liable unto Plaintiffs pursuant to the laws of the State of Washington, which claims may be brought under the Supplemental Jurisdiction of this Court. 28 U.S.C. 1367, et seq.

IV. FACTS

4.1 On May 21, 2005, Plaintiffs purchased a 2005 Monaco Camelot 40 PDQ, Serial Number 0501191840834001529442, Coach Number 152942.

4.2 Plaintiffs paid a total of \$290,999.59 for the above vehicle.

4.3 The dealer arranged financing for the vehicle at the time of purchase.

4.4 Plaintiffs also paid \$25,844 as a down payment at the time of purchase.

4.5 Plaintiffs also paid \$4,688.82 in the form of a trade-in in the amount

1 of \$160,000, less the outstanding balance on the trade-in of \$155,311.18

2 4.6 Pursuant to the finance agreement, Plaintiffs were to make 240
3 monthly payments of \$2,029.11 each.

4 4.7 To date, Plaintiffs have made 46 monthly payments of \$2,029.11
5 each, for a total of \$93,339.06.

6 4.8 Therefore, in total, Plaintiffs have paid \$123,871.88 for the subject
7 vehicle.

8 4.9 The vehicle was sold with a manufacturers' warranty.

9 4.10 Plaintiffs paid an additional \$6,999 for an extended warranty.

10 4.11 There was 2,296 miles on the vehicle at the time of purchase.

11 4.12 Almost 4 years later, the vehicle only has approximately 23,000
12 miles.

13 4.13 Plaintiffs purchased the vehicle with the aid, assistance, and
14 recommendation of Defendants, for the ordinary and specific purpose of
15 permanently residing in the RV, and using the RV for extensive travel.

16 4.14 Based on Defendants' representations concerning the vehicle,
17 Plaintiffs reasonably believed that the vehicle was fit for the specific purpose for
18 which Plaintiffs purchased the vehicle, a permanent residence and traveling the
19 country.

20 4.15 Based on Defendants' representations concerning the vehicle,
21 Plaintiffs reasonably believed when they purchased the vehicle that the vehicle
22 was free from serious design defects, and that the vehicle was designed in a
23 manner to avoid serious defects.

24 4.16 Based on Defendants' representations concerning the vehicle,
25 Plaintiffs reasonably believed that the vehicle was fit for the ordinary purpose for

1 which it was sold, extensive travel.

2 4.17 Any reasonable person would believe that a brand new RV which
3 costs nearly \$300,000 would be fit for its ordinary purpose, extensive travel.

4 4.18 However, the vehicle has a defective windshield, inter alia, which
5 Defendants have made multiple and repeated attempts to repair.

6 4.19 In fact, Plaintiffs discovered the defective windshield within hours
7 of purchasing the vehicle.

8 4.20 Upon notifying Defendants of the defect, Defendants assured
9 Plaintiffs that Defendants could and would repair the defect.

10 4.21 The vehicle was returned to Great American RV for repairs only
11 days after the original purchase date.

12 4.22 Thereafter, Defendants have replaced the windshield at least six
13 times and made countless other repairs to the vehicle.

14 4.23 Repairs have included retrofitted parts from other vehicles, welded
15 extra support beams and bracing, and many other major modifications and repairs
16 to the vehicle's windshield.

17 4.24 These defects, repairs and modifications have resulted in the vehicle
18 being out of service and in repair shops for a total of 156 days thus far.

19 4.25 Because the vehicle was the Plaintiffs' primary residence, these
20 defects, repairs and modifications have resulted in Plaintiffs being forced to live
21 in repair facility parking lots for months at a time while awaiting repairs.

22 4.26 These defects, repairs and modifications have resulted in Plaintiffs
23 traveling to repair facilities in Oregon, Indiana, and Florida, for repairs.

24 4.27 Due to the defects, Plaintiffs spent a total of 108 days living in the
25

1 parking lot of an RV repair facility in Oregon, awaiting repairs to the vehicle.

2 4.28 Due to the defects, Plaintiffs spent a total of 26 days living in the
3 parking lot of an RV repair facility in Wildwood, Florida.

4 4.29 Due to the defects, Plaintiffs spent a total of three days living in the
5 parking lot of an RV repair facility in Wakarusa, Indiana.

6 4.30 Due to the defects, Plaintiffs spent a total of eight days living in the
7 parking lot of Defendants' repair facility in Fife, Washington.

8 4.31 Plaintiffs bore the expense for most of the travel associated with
9 these repair visits.

10 4.32 The vehicle has received many other repairs.

11 4.33 The repair history is as follows:

12 A. Only a few days after purchasing the vehicle, on June 3, 2005,
13 Plaintiffs took the vehicle back to Great American RV's repair facility in Fife,
14 Washington, for windshield evaluation and authorization for repair.

15 B. The vehicle was in Great American RV's service department
16 for one day for additional repairs unrelated to the windshield.

17 C. Only a few days after that, on June 20, 2005, Plaintiffs
18 returned the vehicle to Great American RV for windshield replacement.

19 D. The vehicle was in the Great American RV's service
20 department for two days to repair the windshield.

21 E. Less than two months later, on August 10, 2005, Plaintiffs
22 were forced to take the vehicle to a Monaco service department in Wakarusa,
23 Indiana, for yet another windshield repair.

1 F. The vehicle was in the Monaco, Wakarusa, Indiana, service
2 department for two days to repair the windshield.

3 G. Less than one week later, on August 18, 2005, Plaintiffs were
4 forced to return to the Monaco service department in Wakarusa, Indiana, for
5 more repairs.

6 H. The vehicle was in the service department for one day.

7 I. Less than two months later, on October 12, 2005, Plaintiffs
8 were forced to travel to yet another repair facility for evaluation of stress cracked
9 windshield and a number of other items including wiper motor problems.

10 J. The vehicle was in the Cummins repair shop in Kenly, North
11 Carolina, for one day to replace the wiper motor.

12 K. Approximately two weeks later, on October 27, 2005,
13 Plaintiffs were forced to travel back to Kenly, North Carolina, where the vehicle
14 spent another day in the shop to replace a defective passenger seat assembly.

15 L. A short while later, on January 10, 2006, Plaintiffs were
16 forced to travel to yet another repair facility to repair the stress cracked
17 windshield and numerous other items. The 1st ordered windshield was crushed in
18 the box, the 2nd windshield was broken during installation, and the 3rd windshield
19 was cracked, during installation. At that point, the facility was unable to obtain
20 another windshield, so the Plaintiffs were forced to return to the road with a
21 stress cracked windshield.

22 M. During that unsuccessful repair, the vehicle was in the
23 Monaco repair facility in Wildwood, Florida, for 24 days.

1 N. On March 7, 2006, Plaintiffs were forced to return to the
2 Monaco repair facility in Wildwood, Florida, yet again.

3 O. This time the vehicle was in the service department for two
4 days.

5 P. A few short months later, on May 26, 2006, Plaintiffs were
6 forced to return the vehicle for more repairs.

7 Q. This time, the vehicle was in the Great American RV, Fife,
8 Washington, service department for four days.

9 R. Less than two months later, on July 10, 2006, the Plaintiffs
10 returned the vehicle to a Monaco service department for more windshield repairs.

11 S. This time, the vehicle was in the Monaco service department
12 in Harrisburg, Oregon, for 51 days.

13 T. Again on December 3, 2008, Plaintiffs had to return the
14 vehicle to Harrisburg, Oregon for another stress cracked windshield (this crack
15 occurred while the vehicle sat idle in the park).

16 U. This time, the vehicle was in the Monaco service department
17 in Harrisburg, Oregon, for 22 days.

18 V. On February 8, 2009 the vehicle was observed with another
19 stress fracture while parked in the driveway, so it currently has a broken
20 windshield.

21 4.34 Throughout this process, Defendants made multiple and repeated
22 assurances to Plaintiffs that Defendants could and would repair the vehicle.

23 4.35 The main reason why Plaintiffs did not exercise their rights under
24 the Lemon Law is because Defendants made repeated promises and assurances

1 that Defendants would repair the vehicle's many defects.

2 4.36 Another reason why Plaintiffs did not exercise their rights under the
3 Lemon Law is because when Plaintiffs complained, Don Freeman, a Monaco
4 service manager in Oregon, stated: "If you are talking Lemon Law, we park it in
5 the back lot and stop work altogether."

6 4.37 Plaintiffs quickly learned that any complaints may result in spending
7 even more time living in the parking lot of a repair facility.

8 4.38 Despite Defendants' assurances, despite having a manufacturers'
9 warranty, despite having an extended warranty, and despite making faithful
10 payments for the vehicle, Plaintiffs have been unable to use the vehicle for its
11 intended purpose, they have traveled throughout the country seeking repairs, they
12 have been forced to live in repair facility parking lots for months at a time, and
13 they have paid well over \$100,000 for a defective vehicle.

14 4.39 In fact, because of the vehicle's many material defects, Plaintiffs
15 have only driven the vehicle approximately 20,000 miles in almost 4 years, most
16 of which was to travel to repair facilities.

17 4.40 Most importantly, Plaintiffs were finally forced to purchase a home
18 in order to have a place to live because the vehicle was so unreliable and because
19 Plaintiffs grew weary of living in repair facility parking lots.

20 4.41 Despite these facts, Plaintiffs have made monthly payments and
21 cooperated with significant repairs and loss of use of the vehicle.

22 4.42 Plaintiffs have made faithful payments despite the fact that the
23 vehicle sits idle in their driveway as a result of the vehicle's broken windshield.

24 4.43 In fact, the vehicle's windshield is currently broken.

1 4.44 In addition to broken windshields, Plaintiffs have dealt with many
2 other repairs to the vehicle.

3 4.45 The broken windshields have also caused damage to the interior
4 components of the vehicle which has necessitated replacement of many interior
5 parts as well.

6 4.46 Defendants were aware of these defects when they sold the vehicle
7 to Plaintiffs.

8 4.47 Defendants did not disclose these defects to Plaintiffs.

9 4.48 In fact, Defendants recommended the RV to Plaintiffs as a
10 permanent residence and to be used for extended travel.

11 4.49 The most important issue to keep in mind is that Plaintiffs paid
12 \$290,999.59 for a vehicle that has spent 156 days in service shops and has only
13 been driven approximately 20,000 miles because of the vehicle's material
14 defects.

15 4.50 156 days in repair facilities and the vehicle has only been driven
16 approximately 20,000 miles.

17 4.51 That equates to approximately 1 day in the shop for every 128 miles
18 driven.

19 4.52 Defendants have not repaired, and cannot repair the vehicle as
20 Defendants have promised to do on multiple occasions.

21 **V. FIRST CAUSE OF ACTION**

22 **(Breach of Contract – Rescission)**

23 5.1 Plaintiffs re-allege paragraphs 1 through 4, inclusive as though fully
24 set forth herein.

1 5.2 RCW 62A states in pertinent part: "if the goods or the tender of
2 delivery fail in any respect to conform to the contract, the buyer may (a) reject
3 the whole...." RCW 62A.2-601.

4 5.3 RCW 62A further states in pertinent part:

5
6 The buyer may revoke his acceptance of a lot or commercial unit
7 whose non-conformity substantially impairs its value to him if he has
8 accepted it (a) on the reasonable assumption that its non-conformity
9 would be cured and it has not been seasonably cured; or (b) without
10 discovery of such non-conformity if his acceptance was reasonably
11 induced either by the difficulty of discovery before acceptance or by
the seller's assurances. (3) A buyer who so revokes has the same
rights and duties with regard to the goods involved as if he had
rejected them.

12 RCW 62A.2-608.

13 5.4 RCW 62A also states in pertinent part:

14
15 (1) Where the...buyer rightfully rejects or justifiably revokes
16 acceptance then with respect to any goods involved, and with respect
17 to the whole if the breach goes to the whole contract, the buyer may
18 cancel and whether or not he has done so may in addition to
recovering so much of the price as has been paid (b) recover damages
for non-delivery as provided in this Article (RCW 62A.2-713).

19 RCW 62A.2-711(1).

20 5.5 In this case, Plaintiffs contracted for the sale and purchase of an
21 RV in which they could reside on a full-time basis, and which would
22 facilitate frequent travel.

23 5.6 Plaintiffs informed Defendants when a significant material
24 defect appeared on the day of purchase.

1 5.7 Defendants made further assurances that those defects could be
2 and would be cured.

3 5.8 Defendants made repeated efforts to cure the defects.

4 5.9 Defendant continued to make assurances that the defects would
5 be cured, and continued to make attempts to repair those defects over the
6 following years.

7 5.10 Plaintiffs relied upon those assurances and trusted that
8 Defendants would in fact cure the windshield defect.

9 5.11 In fact, Plaintiffs even went so far as to live in repair facility
10 parking lots for months while the RV's windshield was replaced at least six
11 times and repaired countless others.

12 5.12 However, the repairs failed miserably and the windshield in the
13 subject vehicle remains broken.

14 5.13 Moreover, as a result of the repeated and unsuccessful repair
15 attempts over the past four years, Plaintiffs are now convinced that the
16 defective windshield cannot be repaired.

17 5.14 Therefore, because Defendants failed to tender conforming
18 goods, and because Defendants have failed to cure the materially defective
19 goods, Plaintiffs reject the non-conforming RV and rescind the purchase and
20 sales agreement and the finance agreement associated therewith.

21 5.15 In the alternative, Plaintiffs revoke acceptance and demand
22 rescission of the purchase and sales agreement and the finance agreement
23 associated therewith.

24 5.16 Regardless, Plaintiffs demand reimbursement of the amount

1 paid for the defective RV to date, plus incidental and consequential
2 damages.

3 5.17 Plaintiffs' demands are reasonable and should be granted where
4 Defendants breached the contracts with the Plaintiffs by failing to provide
5 conforming goods, and those breaches are a direct and proximate cause of
6 Plaintiffs' damages.

7 **VI. SECOND CAUSE OF ACTION**
8 **(UCC - Magnuson Moss Warranty Act)**

9 6.1 Plaintiffs re-allege paragraphs 1 through 5, inclusive as though fully
10 set forth herein.

11 6.2 Washington Statute states in pertinent part:

12
13 (1) Unless excluded or modified (RCW 62A.2-316), a warranty that
14 the goods shall be merchantable is implied in a contract for their sale
15 if the seller is a merchant with respect to goods of that kind. (2) Goods
16 to be merchantable must be at least such as (a) pass without objection
17 in the trade under the contract description; and...(c) are fit for the
18 ordinary purposes for which such goods are used; and (f) conform to
19 the promises or affirmations of fact made on the container or label if
20 any.

21 RCW 62A.2-314.

22 6.3 Washington Statute further states in pertinent part:

23 Where the seller at the time of contracting has reason to know any
24 particular purpose for which the goods are required and that the buyer
25 is relying on the seller's skill or judgment to select or furnish suitable
26 goods, there is unless excluded or modified under the next section an
implied warranty that the goods shall be fit for such purpose.

RCW 62A.2-315.

1 6.4 The Magnuson Moss Warranty Act states in pertinent part:

2
3 (4) if the product (or a component part thereof) contains a defect or
4 malfunction after a reasonable number of attempts by the warrantor to
5 remedy defects or malfunctions in such product, such warrantor must
6 permit the consumer to elect either a refund for, or replacement
without charge of, such product or part (as the case may be).

15 U.S.C §2304(4).

7 6.5 Finally, the Magnuson Moss Warranty Act states in pertinent part:

8
9 No supplier may disclaim or modify (except as provided in subsection
10 (b) of this section) any implied warranty to a consumer with respect to
11 such consumer product if (1) such supplier makes any written
warranty to the consumer with respect to such consumer Product....

12 15 U.S.C §2308(a)(1).

13 6.6 In this case, Defendants provided a manufacturers written warranty,
14 an extended written warranty, and an implied warranty of merchantability.

15 6.7 The implied warranty of fitness for a particular purpose also attaches
16 to this sale because Defendants made material representations regarding the
17 fitness of the RV for the specific purpose of full-time living and extended travel.
Moreover, Plaintiffs relied on these representations in selecting the RV.

18 6.8 The RV is not merchantable because it would not pass without
19 objection in the trade under the contract description, it is not fit for its ordinary
20 purpose, and it is not fit for the specific purpose for which it was sold, because
21 the RV does not conform to Defendants' representations, promises and
22 affirmations of fact made in the contract and orally.

23 6.9 In fact, no reasonable person would believe that an RV which cost
24 almost \$300,000 should spend 156 days in repair shops after only approximately

1 24,000 miles of use, and no reasonable consumer would purchase such an RV
2 under those conditions.

3 6.10 No reasonable person would believe that an RV which cost almost
4 \$300,000 should require more than 6 replacement windshields during a 24,000
5 mile period, and no reasonable consumer would purchase such an RV under
6 those conditions.

7 6.11 No reasonable person would believe that after spending almost
8 \$300,000 for an RV, they would be forced to live in repair facility parking lots
9 for months on end, and no reasonable consumer would purchase an RV under
10 those conditions.

11 6.12 No reasonable person would believe that after purchasing an RV
12 which cost almost \$300,000, they would be forced to purchase a home because
13 the RV was not fit to live in.

14 6.13 Defendants breached the warranties at issue.

15 6.14 Plaintiffs were damaged by Defendants' breaches.

16 6.15 Defendants' breaches are a direct and proximate cause of Plaintiffs'
17 damages.

18 **VII. THIRD CAUSE OF ACTION**

19 **(FTC Holder Rule)**

20 7.1 Plaintiffs re-allege paragraphs 1 through 6, inclusive as though fully
21 set forth herein.

22 7.2 Creditors that finance vehicles for dealers have derivative liability
23 for claims against dealers, and liability as an assignee. 16 C.F.R. §433; and
24 Riggs v. Anthony Auto Sales, Inc., 32 F. Supp. 2d 405 (W.D. La. 1998); Simpson
25 v. Anthony Auto Sales, Inc., 32 F. Supp. 2d 405 (W.D. La. 1998); Boggess v.
26 Lewis Raines Motors, Inc., 20 F. Supp. 2d 979 (S.D. W. Va. 1998).

1 7.3 In this case, Defendant GE Money Bank, is liable for Defendants'
2 breach of contract/UCC, and breach of warranty.

3 7.4 Defendant, GE Money Bank, is liable in the amount it has received
4 under the sales contract thus far.

5 **VIII. FOURTH CAUSE OF ACTION**

6 **(Negligent Repair)**

7 8.1 Plaintiffs re-allege paragraphs 1 through 7, inclusive as though fully
8 set forth herein.

9 8.2 Defendants had a duty to use a standard of care equal to that which
10 would have been exhibited by other mechanical professionals under similar
11 conditions when conducting repairs on the subject RV.

12 8.3 Defendants failed to use any reasonable standard of care and
13 therefore not only failed to repair the RV, but further damaged the RV while
14 conducting repairs.

15 8.4 Plaintiffs were damaged by Defendants' negligence.

16 8.5 Defendants' negligence was a direct and proximate cause of
17 Plaintiffs' damages.

18 **IX. FIFTH CAUSE OF ACTION**

19 **(Consumer Protection Act Violation)**

20 9.1 Plaintiffs re-allege paragraphs 1 through 8, inclusive as though fully
21 set forth herein.

22 9.2 Defendants committed unfair and/or deceptive business acts and
23 violated the Washington State Consumer Protection Act, RCW 19.86 et seq. by
24 selling Plaintiffs a defective RV, and by promising to repair that RV, and by
25 repeatedly attempting to repair that RV, and by failing to repair that RV, and by
26

1 further damaging that RV while attempting repairs, and by breaching the
 2 warranties at issue, and by refusing to rescind the purchase and sales and finance
 3 agreement, and by refusing to refund Plaintiffs' money when it became obvious
 4 that the RV would not conform to reasonable expectations.

5 9.3 Plaintiffs were injured in their property by the Defendants'
 6 violations of RCW 19.86 et seq.

7 9.4 Defendants' actions were unfair and unconscionable.

8 9.5 Defendants' actions are a direct and proximate cause of Plaintiffs'
 9 injuries.

10 9.6 Because Defendants' have sold and financed a substantial number of
 11 RV's to Washington Consumers, and because Defendants continue to sell and
 12 finance RV's to Washington Consumers, and because Defendants engage in
 13 significant advertising to the general public, this case involves a matter of public
 14 interest, and there is a significant risk that Defendants' actions could be repeated.

15 **X. PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment to be entered against the
 17 Defendant as follows:

18 A. For rescission of the purchase and sale contract, and the financing
 19 agreement, for the subject RV;

20 B. For actual and compensatory damages in the amount of
 21 \$123,871.88;

22 C. For incidental and consequential damages in an amount to be proven
 23 at the time of trial;

24 D. For Treble the above damages in an additional amount of \$10,000,

1 pursuant to RCW 19.86 et seq.;

2 E. For interest on the above amounts from the date of purchase until the
3 present time;

4 F. For an Injunction preventing Defendant from selling any more 2005
5 Monaco Camelot 40 PDQ's to Washington consumers without disclosing that the
6 windshields in those vehicles are prone to fracturing;

7 G. For costs and reasonable attorney's fees in an amount to be proven
8 at trial pursuant to the above cited statutes;

9 H. For other relief as the Court deems just and equitable; and

10 I. For leave to amend this complaint as needed and as required.

11 **XI. REQUEST FOR TRIAL BY JURY**

12 Plaintiffs hereby request a trial by jury pursuant to U.S. Const. Amend. 7,
13 Fed. R.Civ.Proc. 38.

14
15 DATED this 11th day of MAY, 2009.

16
17 PLAINTIFFS' COUNSEL

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21 
22 ROBERT MITCHELL, WSBA #37444